

03R169188 2003 MAR 12 10:10

This instrument was prepared by:

Name: Ben J. Fernandez, Esq.

Address: Bercow & Radell, P.A.

200 S. Biscayne Boulevard, Suite 850

Miami, FL 33131

(Space reserved for Clerk)

DECLARATION OF RESTRICTIONS

WHEREAS, the undersigned Owners hold the fee simple title to the land in Miami-Dade County, Florida, described in Exhibit "A", attached hereto, and hereinafter called the "Property".

IN ORDER TO ASSURE the *Community Zoning Appeals Board II* that the representations made by the owner during consideration of Public Hearing No. 01-235 will be abided by the Owner freely, voluntarily and without duress makes the following Declaration of Restrictions covering and running with the Property:

- (1) That said Property shall be developed substantially in accordance with the plans previously submitted entitled "Countryside Villas", as prepared by CAD Studio Architecture, Inc., consisting of 15 sheets; to wit: Sheet A-1 dated received June 17, 2002; and Sheets A-1A, A-1B, A-1C and A-2 through A-9; and Sheets L-1, L-2, and L-3 as prepared by Hall & Bell, P.A., all dated received September 17, 2001, and said plans being on file with the Miami-Dade County Department of Planning and Zoning, and by reference made a part of this agreement.
- (2) That the Property shall be developed with no more than 53 single-family dwelling units.
- (3) That the Owners shall be able to obtain building permits but that final zoning inspection approval shall not be obtained for any homes on the Property prior to October 1, 2004.
- (4) That the Owners shall obtain approval for the proposed lake by the Administrative Site Plan approval process.



21091PG0800

Covenant Running with the Land. This Declaration on the part of the Owner shall constitute a covenant running with the land and may be recorded, at Owner's expense, in the public records of Miami-Dade County, Florida and shall remain in full force and effect and be binding upon the undersigned Owner, and their heirs, successors and assigns until such time as the same is modified or released. These restrictions during their lifetime shall be for the benefit of, and limitation upon, all present and future owners of the real property and for the public welfare.

Term. This Declaration is to run with the land and shall be binding on all parties and all persons claiming under it for a period of thirty (30) years from the date this Declaration is recorded, after which time it shall be extended automatically for successive periods of ten (10) years each, unless an instrument signed by the then owner(s) of the Property has been recorded agreeing to change the covenant in whole, or in part, provided that the Declaration has first been modified or released by Miami-Dade County.

Modification, Amendment, Release. This Declaration of Restrictions may be modified, amended or released as to the land herein described, or any portion thereof, by a written instrument executed by the then owner(s) of all of the Property, including joinders of all mortgagees, if any, provided that the same is also approved by the Board of County Commissioners or the appropriate Community Council of Miami-Dade County, Florida, whichever by law has jurisdiction over such matters, after public hearing.

Should this Declaration of Restrictions be so modified, amended or released, the Director of the Miami-Dade County Department of Planning and Zoning, or the executive officer of the successor of such Department, or in the absence of such director or executive officer by his assistant in charge of the office in his absence, shall forthwith execute a written instrument effectuating and acknowledging such modification, amendment or release.

Enforcement. Enforcement shall be by action against any parties or person violating, or attempting to violate, any covenants. The prevailing party in any action or suit pertaining to or arising out of this Declaration shall be entitled to recover, in addition to costs and disbursements allowed by law, such sum as the Court may adjudge to be reasonable for the services of his attorney. This enforcement provision shall be in addition to any other remedies available at law or in equity or both.

Authorization for Miami-Dade County to Withhold Permits and Inspections. In the event the terms of this Declaration are not being complied with, in addition to any other remedies available, the County is hereby authorized to withhold any further permits, and refuse to make any inspections or grant any approvals, until such time as this declaration is complied with.

Election of Remedies. All rights, remedies and privileges granted herein shall be deemed to be cumulative and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other additional

21091PG0801

rights, remedies or privileges.

Presumption of Compliance. Where construction has occurred on the Property or any portion thereof, pursuant to a lawful permit issued by the County, and inspections made and approval of occupancy given the County, then such construction, inspection and approval shall create a rebuttable presumption that the buildings or structures thus constructed comply with the intent and spirit of this Declaration.

Severability. Invalidation of any one of these covenants, by judgment of Court in no way shall not affect any of the other provisions, which shall remain in full force and effect.

Recording. This Declaration shall be filed of record in the public records of Miami-Dade County, Florida, at the cost to the Owner, following the adoption by the Miami-Dade County Board of County Commissioners or Community Zoning Appeals Board of a resolution approving the Application.

21091PG0802

ACKNOWLEDGMENT
CORPORATION

Signed, witnessed, executed and acknowledged on this 29 day of April,
2002.

IN WITNESS WHEREOF, Countryside Investments, LLC, has caused these presents to be
signed in its name by its proper officials.

Witnesses:

x Angel Menez

Signature

Angel Menez

Print Name

x Angeline

Signature

RENE SARGENTON

Print Name

Countryside Investments, LLC

Name of Corporation

Address: By: Shepard Enterprises, Inc. B4.

9240 SW 72nd Street #216

MIAMI FLA 33173

By Antonio Sarmiento

(President, Vice-President or CEO*)

[*Note: All others require attachment
of original corporate resolution of
authorization]

STATE OF Florida

COUNTY OF Dade Shepard Enterprises, Inc., Managing Member
OF

The foregoing instrument was acknowledged before me by ANTONIO A. SARMIENTO the

MANAGER of COUNTRYSIDE INVESTMENTS, LLC (Name) corporation, on behalf of

(Title) (Name)

the corporation. He/She is personally known to me or has produced _____, as
identification.

Witness my signature and official seal this 29th day of April,
2002, in the County and State aforesaid.

Notary Public-State of FLORIDA

Print Name



Martha Bourne Sarmiento

My Commission CC892536

Expires December 05, 2003

My Commission Expires:

21091PG0803

JOINDER BY MORTGAGEE
CORPORATION

The undersigned Union Planters Bank, a National Banking Asso. and Mortgagee under that certain mortgage from Country Side Investments L.L.C. dated the 18th day of January 2002, and recorded in Official Records Book 20167, Page 3419, of the Public Records of Miami-Dade County, Florida, in the original amount of \$ 380,000.00 covering all or a portion of the property described in the foregoing agreement, does hereby acknowledge that the terms of this agreement are and shall be binding upon the undersigned and its successors in title.

IN WITNESS WHEREOF, these presents have been executed this 29th day of April, 2002.

Witnesses:

Emilia C. Arias
Signature

EMILIA C. ARIAS
Print Name

MARTORIE EDMOND
Signature

Martorie Edmond
Print Name

Union Planters Bank N.A.

Name of Corporation

Address:

2800 Ponce De Leon Boulevard
Coral Gables, Fla. 33134

By Ricardo Morales

Ricardo Morales, Senior Vice President
(President, Vice-President or CEO*)

[*Note: All others require attachment of original corporate resolution of authorization]

STATE OF FLORIDA

COUNTY OF DADE

The foregoing instrument was acknowledged before me by RICARDO H. MORALES the SENIOR VICE PRESIDENT of UNION PLANTERS BANK corporation, on behalf of the corporation. He/She is personally known to me or has produced _____, as identification.

Witness my signature and official seal this 29th day of April, 2002, in the County and State aforesaid.

Emilia C. Arias
Notary Public-State of FLORIDA
EMILIA C. ARIAS
Print Name

My Commission Expires:



Emilia C. Arias

My Commission CC834183

Expires June 19, 2003



Emilia C. Arias

My Commission CC834183

Expires June 19, 2003

[k:\forms\joincorp.sam(10/98)]

21091PG0804

JOINDER BY MORTGAGEE
CORPORATION

The undersigned Union Planters Bank, a National Banking Asso. and Mortgagee under that certain mortgage from Shepard Investments Inc. dated the 13th day of September 2001, and recorded in Official Records Book 19909, Page 0357, of the Public Records of Miami-Dade County, Florida, in the original amount of \$ 390,000.00 covering all or a portion of the property described in the foregoing agreement, does hereby acknowledge that the terms of this agreement are and shall be binding upon the undersigned and its successors in title.

IN WITNESS WHEREOF, these presents have been executed this 29th day of April, 2002.

Witnesses:

Emilia C. Arias

Signature.

EMILIA C. ARIAS

Print Name

Rayne Edmund

Signature

RAYNE EDMUND

Print Name

Union Planters Bank N.A.

Name of Corporation

Address:

2800 Ponce De Leon Boulevard

Coral Gables, Fla. 33134

By

Ricardo Morales, Senior Vice President
(President, Vice-President or CEO*)

[*Note: All others require attachment
of original corporate resolution of
authorization]

STATE OF FLORIDA

COUNTY OF DADE

The foregoing instrument was acknowledged before me by RICARDO H. MORALES the SENIOR VICE PRESIDENT of UNION PLANTERS BANK corporation, on behalf of the corporation. He/She is personally known to me or has produced _____, as identification.

Witness my signature and official seal this 29th day of April, 2002, in the County and State aforesaid.

Emilia C. Arias

Notary Public-State of FLORIDA

EMILIA C. ARIAS

Print Name

My Commission Expires:



Emilia C. Arias

My Commission CC834180

Expires June 19, 2003

[k:\forms\joincorp.sam(10/98)]

21091PG0805

Exhibit "A"

Tract 5 of Miami Everglades Land Co. Subdivision
Plat Book 2 on Page 3 in Section 29 Township 54S
Range 39 E.

OK
06-30-02

RECORDED IN OFFICIAL RECORDS BOOK
OF DADE COUNTY, FLORIDA
RECORD VERIFIED
HARVEY RUVIN
CLERK, CIRCUIT COURT

Copy of Orig
as OK'd by R. O. 2002

This instrument was prepared by:

Name: Ben J. Fernandez, Esq.

Address: Bercow & Radell, P.A.

200 S. Biscayne Boulevard, Suite 850

Miami, FL 33131

(Space reserved for Clerk)

DECLARATION OF RESTRICTIONS

WHEREAS, the undersigned Owners hold the fee simple title to the land in Miami-Dade County, Florida, described in Exhibit "A", attached hereto, and hereinafter called the "Property," which is supported by the attorney's opinion attached as Exhibit "B".

IN ORDER TO ASSURE the *Community Zoning Appeals Board 11* that the representations made by the owner during consideration of Public Hearing No. 01-235 will be abided by the Owner freely, voluntarily and without duress makes the following Declaration of Restrictions covering and running with the Property:

(1) That said Property shall be developed substantially in accordance with the plans previously submitted entitled "Countryside Villas", as prepared by CAD Studio Architecture, Inc., consisting of 15 sheets; to wit: Sheet A-1 dated received June 17, 2002; and Sheets A-1A, A-1B, A-1C and A-2 through A-9; and Sheets L-1, L-2, and L-3 as prepared by Hall & Bell, P.A., all dated received September 17, 2001, and said plans being on file with the Miami-Dade County Department of Planning and Zoning, and by reference made a part of this agreement.

(2) That the Property shall be developed with no more than 60 single-family dwelling units.

County Inspection. As further part of this Declaration, it is hereby understood and agreed that any official inspector of Miami-Dade County Department of Planning and Zoning, or its agents duly authorized, may have the privilege at any time during normal working hours of entering and inspecting the use of the premises to determine whether or not the requirements of the building and zoning regulations and the conditions herein agreed to are being complied with.

Covenant Running with the Land. This Declaration on the part of the Owner shall constitute a covenant running with the land and may be recorded, at Owner's expense, in the public records of Miami-Dade County, Florida and shall remain in full force and effect and be binding upon the undersigned Owner, and their heirs, successors and assigns until such time as the same is modified or released. These restrictions during their lifetime shall be for the benefit of, and limitation upon, all present and future owners of the real property and for the public welfare.

Term. This Declaration is to run with the land and shall be binding on all parties and all persons claiming under it for a period of thirty (30) years from the date this Declaration is recorded, after which time it shall be extended automatically for successive periods of ten (10) years each, unless an instrument signed by the then owner(s) of the Property has been recorded agreeing to change the covenant in whole, or in part, provided that the Declaration has first been modified or released by Miami-Dade County.

Modification, Amendment, Release. This Declaration of Restrictions may be modified, amended or released as to the land herein described, or any portion thereof, by a written instrument executed by the then owner(s) of all of the Property, including joinders of all mortgagees, if any, provided that the same is also approved by the Board of County Commissioners or the appropriate Community Council of Miami-Dade County, Florida, whichever by law has jurisdiction over such matters, after public hearing.

Should this Declaration of Restrictions be so modified, amended or released, the Director of the Miami-Dade County Department of Planning and Zoning, or the executive officer of the successor of such Department, or in the absence of such director or executive officer by his assistant in charge of the office in his absence, shall forthwith execute a written instrument effectuating and acknowledging such modification, amendment or release.

Enforcement. Enforcement shall be by action against any parties or person violating, or attempting to violate, any covenants. The prevailing party in any action or suit pertaining to or arising out of this Declaration shall be entitled to recover, in addition to costs and disbursements allowed by law, such sum as the Court may adjudge to be reasonable for the services of his attorney. This enforcement provision shall be in addition to any other remedies available at law or in equity or both.

Authorization for Miami-Dade County to Withhold Permits and Inspections. In the event the terms of this Declaration are not being complied with, in addition to any other remedies available, the County is hereby authorized to withhold any further permits, and refuse to make any inspections or grant any approvals, until such time as this declaration is complied with.

Election of Remedies. All rights, remedies and privileges granted herein shall be deemed to be cumulative and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other additional

rights, remedies or privileges.

Presumption of Compliance. Where construction has occurred on the Property or any portion thereof, pursuant to a lawful permit issued by the County, and inspections made and approval of occupancy given the County, then such construction, inspection and approval shall create a rebuttable presumption that the buildings or structures thus constructed comply with the intent and spirit of this Declaration.

Severability. Invalidation of any one of these covenants, by judgment of Court in no way shall not affect any of the other provisions which shall remain in full force and effect.

Recording. This Declaration shall be filed of record in the public records of Miami-Dade County, Florida at the cost to the Owner following the adoption by the Miami-Dade County Board of County Commissioners or Community Zoning Appeals Board of a resolution approving the Application.

Exhibit "A"

The East and West ½ of Tract 5 of MIAMI
EVERGLADES LAND CO. SUBDIVISION
according to the Plat thereof, as recorded in Plat
Book 2, at Page 3, in Section 29, Township 54
South, Range 39 East, of the Public Records of
Miami-Dade County Florida.

*OK
062002*

ACKNOWLEDGMENT
CORPORATION

Signed, witnessed, executed and acknowledged on this 29 day of April,
2002.

IN WITNESS WHEREOF, Countryside Investments, LLC, has caused these presents to be
signed in its name by its proper officials.

Witnesses:

x Angel Menez
Signature

Angel Menez
Print Name

x René Sargentón
Signature

RENE SARGENTON
Print Name

Countryside Investments, LLC

Name of Corporation

Address:
9240 SW 72nd Street #216
MIAMI FLA 33173

By Antonio A. Sarmiento
(President, Vice-President or CEO*)

[*Note: All others require attachment
of original corporate resolution of
authorization]

STATE OF Florida

COUNTY OF Dade

The foregoing instrument was acknowledged before me by ANTONIO A. SARMIENTO the
MANAGER of COUNTRYSIDE INVESTMENTS, LLC (Name)
(Title) corporation, on behalf of
the corporation. He/She is personally known to me or has produced _____, as
identification.

Witness my signature and official seal this 29th day of April,
2002, in the County and State aforesaid.

Notary Public-State of FLORIDA

Print Name



Martha Bourne Sarmiento
My Commission CC892536
Expires December 05, 2003

My Commission Expires:

JOINDER BY MORTGAGEE
CORPORATION

The undersigned Union Planters Bank, a National Banking Asso. and Mortgagee under that certain mortgage from Country Side Investments L.L.C. dated the 18th day of January 2002, and recorded in Official Records Book 20167, Page 3419, of the Public Records of Miami-Dade County, Florida, in the original amount of \$ 380,000.00 covering all/or a portion of the property described in the foregoing agreement, does hereby acknowledge that the terms of this agreement are and shall be binding upon the undersigned and its successors in title.

IN WITNESS WHEREOF, these presents have been executed this 29th day of April, 2002.

Witnesses:

Emilia C. Arias

Signature

EMILIA C. ARIAS

Print Name

MARTORIE EDMOND

Signature

Martorie Edmund

Print Name

Union Planters Bank N.A.

Name of Corporation

Address:

2800 Ponce De Leon Boulevard

Coral Gables, Fla. 33134

By Ricardo Morales

Ricardo Morales, Senior Vice President

(President, Vice-President or CEO*)

[*Note: All others require attachment of original corporate resolution of authorization]

STATE OF FLORIDA

COUNTY OF DADE

The foregoing instrument was acknowledged before me by RICARDO M. MORALES the SENIOR VICE PRESIDENT of UNION PLANTERS BANK corporation, on behalf of the corporation. He/She is personally known to me or has produced _____ as identification.

Witness my signature and official seal this 29th day of April, 2002, in the County and State aforesaid.

Emilia C. Arias

Notary Public-State of FLORIDA

EMILIA C. ARIAS

Print Name

My Commission Expires:



Emilia C. Arias

My Commission CC834193

Expires June 19, 2003



Emilia C. Arias

My Commission CC834193

Expires June 19, 2003

[k:\forms\joincorp.sam(10/98)]

JOINDER BY MORTGAGEE
CORPORATION

The undersigned Union Planters Bank, a National Banking Asso. and Mortgagee under that certain mortgage from Shepard Investments Inc. dated the 13th day of September 2001, and recorded in Official Records Book 19909, Page 0357, of the Public Records of Miami-Dade County, Florida, in the original amount of \$ 390,000.00 covering all/or a portion of the property described in the foregoing agreement, does hereby acknowledge that the terms of this agreement are and shall be binding upon the undersigned and its successors in title.

IN WITNESS WHEREOF, these presents have been executed this 29th day of April, 20 02.

Witnesses:

Signature

EMILIA C. ARIAS

Print Name

Signature

MARJORIE EDMOND

Print Name

Union Planters Bank N.A.

Name of Corporation

Address:

2800 Ponce De Leon Boulevard

Coral Gables, Fla. 33134

By

Ricardo Morales, Senior Vice President
(President, Vice-President or CEO*)

[*Note: All others require attachment
of original corporate resolution of
authorization]

STATE OF FLORIDA

COUNTY OF DADE

The foregoing instrument was acknowledged before me by RICARDO H. MORALES the SENIOR VICE PRESIDENT of UNION PLANTERS BANK corporation, on behalf of the corporation. He/She is personally known to me or has produced _____, as identification.

Witness my signature and official seal this 29th day of April, 20 02, in the County and State aforesaid.

EMILIA C. ARIAS

Notary Public-State of FLORIDA

Print Name

My Commission Expires:



[k:\forms\joincorp.sam(10/98)]

Exhibit "A"

Tract 5 of Miami Everglades Land Co. Subdivision
Plat Book 2 on Page 3 in Section 29 Township 54S
Range 39 E.

*11-06-70-02
TK*

LAW OFFICES
BERCOW & RADELL
PROFESSIONAL ASSOCIATION

FIRST UNION FINANCIAL CENTER, SUITE 850
200 SOUTH BISCAYNE BOULEVARD
MIAMI, FLORIDA 33131

JEFFREY BERCOW
BEN J. FERNANDEZ
MICHAEL W. LARKIN
GRAHAM C. PENN
MICHAEL E. RADELL
MARK A. ROTHENBERG

DIRECT LINE: (305) 377-6235
E-MAIL: BFERNADEZ@BRZONINGLAW.COM

TELEPHONE (305) 374-5300
FAX (305) 377-6222

JANA K. McDONALD
OF COUNSEL

VIA HAND DELIVERY

June 11, 2002

Ms. Nancy Rubin, Esq.
Departmental Legal Counsel
Miami-Dade County
Planning and Zoning Department
Stephen P. Clark Center
111 NW 1st Street, 11th Floor
Miami, FL 33128

RE: William P. Calvert - PH No. 01-235

Dear Ms. Rubin:

Enclosed herewith is the Declaration of Restrictions that the owner of the property that is the subject of the referenced application intends to proffer at the public hearing before Community Zoning Appeals Board 11 on June 18, 2002. Also enclosed is the Opinion of Title for the Property.

Please let me know whether the Declaration of Restrictions is acceptable to the Department in order that the owner may proffer the covenant it public hearing. Please call me should have any question regarding this information.

Thank you for your attention to this matter.

Sincerely,

Ben Fernandez

BF/bl
Enclosures

cc: Maria Teresa Fojo (w/ enclosures via Hand Delivery)
Antonio Sarmiento (w/o enclosures - via US Mail)

*Terry check
Pls. on this.
legal*

RECEIVED
JUN 12 2002

ZONING SERVICES DIVISION, DADE COUNTY
DEPT. OF PLANNING & ZONING
BY CR.

*Superseded by new project
page submitted at 6/18/02
TK*